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24 *Sharp Electronics Manufacturing Company of America, Inc.*

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28 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

1 In re: CATHODE RAY TUBE (CRT)  
2 ANTITRUST LITIGATION

3 Case No. 07-cv-05944 (JST)  
4 MDL No. 1917

5 This Document Relates to:

6 *Sharp Electronics Corp. v. Hitachi Ltd.*,  
7 Case No. 13-cv-01173 (JST).

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12 **DECLARATION OF CRAIG A.**  
**BENSON IN SUPPORT OF**  
**PLAINTIFFS SHARP ELECTRONICS**  
**CORPORATION AND SHARP**  
**ELECTRONICS MANUFACTURING**  
**COMPANY OF AMERICA, INC.'S**  
**MOTION FOR ENTRY OF DEFAULT**  
**AGAINST VIDEOCON INDUSTRIES,**  
**LTD.**

13 Honorable Jon S. Tigar

1 I, Craig A. Benson, hereby declare as follows:

2       1. I am an active member in good standing of the bars of the State of Maryland, the  
 3 State of New York, and the District of Columbia, and on March 20, 2013, I was granted leave to  
 4 appear *pro hac vice*. Case No. 13-cv-01173, Dkt. No. 12. I am associated with the firm of Paul,  
 5 Weiss, Rifkind, Wharton & Garrison LLP, counsel to Plaintiffs Sharp Electronics Corp. and  
 6 Sharp Electronics Manufacturing Company of America, Inc. (together, “Sharp”). I submit this  
 7 Declaration in support of Sharp’s Motion for Entry of Default Against Defendant Videocon  
 8 Industries, Ltd. (“Videocon”). I have personal knowledge of the facts stated herein and could  
 9 competently testify to these facts if called as a witness.

10       2. The action *Sharp Electronics Corp., et al. v. Hitachi Ltd., et al.*, Case No. 13-cv-  
 11 01173 (JST), was commenced with the filing of Sharp’s Original Complaint on March 15, 2013.  
 12 Dkt. No. 1. Shortly thereafter, on March 20, 2013, counsel for Sharp moved to relate this case to  
 13 *In re Cathode Ray Tube (CRT) Antitrust Litigation*, No. 07-cv-05944, which was granted on  
 14 March 26, 2013, by an Order of Judge Samuel Conti. Case No. 13-cv-01173, Dkt. No. 15. After  
 15 filing its motion, Sharp served on Videocon via Federal Express a copy of the Motion to Relate,  
 16 which attached as an exhibit Sharp’s Original Complaint. *See* Case No. 07-cv-5944, Dkt.  
 17 Nos. 1604 and 1604-2; *see also* Dkt. No. 1605 (Proof of Service). Federal Express confirmed  
 18 that these papers were delivered to Videocon on March 25, 2013. A true and correct copy of the  
 19 Federal Express shipping confirmation is attached hereto at Exhibit A.

20       3. Sharp then retained APS International as the vendor to arrange for international  
 21 service of the Original Complaint, Summons, and other required materials (collectively, the  
 22 “service materials”) on certain defendants, including Videocon. APS International notified  
 23 counsel for Sharp that, on March 28, 2013, the service materials for Videocon had been sent to  
 24 the Indian Central Authority via Federal Express. Attached hereto as Exhibit B is a true and  
 25 correct copy of the service materials provided to the Central Authority for service on Videocon.

26       4. Counsel for Sharp has been advised by APS International, and based on a  
 27 reasonable investigation believes, that service through the Indian Central Authority is in

1 conformance with the Convention on the Service Abroad of Judicial and Extrajudicial  
 2 Documents in Civil or Commercial Matters, art. 2, *open for signature* Nov. 15 1965, 20 U.S.T.  
 3 361, T.I.A.S. No. 6638, 1969 WL 97765 (the “Hague Convention”), and that India is a party to  
 4 the Hague Convention.

5. On July 2, 2013, counsel for Sharp received the proof of service of the Original  
 6 Complaint on Videocon. Attached hereto as Exhibit C is a true and correct copy of this proof of  
 7 service, dated May 4, 2013, reflecting the statement of S.V. Tamboli, Serving Officer (Head  
 8 Bailiff) of the Civil Court Senior Division, Aurangabad. The affidavit attests that S.V. Tamboli  
 9 personally served the Summons and accompanying materials on a “responsible and authorized  
 10 person” at Videocon. Ex. C, at 5. The certificate of service bears the stamp of the Videocon  
 11 H.R. Department and a signature of the recipient of the service materials, Dnyaneshwar A. Kale.  
 12 Ex. C, at 1. Counsel for Sharp filed this proof of service with the Court on July 2, 2013. *See*  
 13 Case No. 13-cv-01173, Dkt. No. 35.

14. Videocon has not appeared or filed a response to the Original Complaint on or  
 15 before May 27, 2013, nor has Videocon responded to the Original Complaint as of the date of  
 16 this Declaration. Counsel for Sharp has not been contacted by Videocon in regard to this Action.

17. Sharp has also served the Original Complaint, Summons, and other required  
 18 materials on Videocon’s U.S. subsidiary, Technologies Displays Americas LLC (“Technologies  
 19 Displays”), which appeared in this action and answered the Original Complaint. *See* Case No.  
 20 13-cv-01173, Dkt. Nos. 22, 27, 118.

21. On June 13, 2014, Sharp filed its Second Amended Complaint. Case No. 13-  
 22 cv-01173, Dkt. No. 119 (the “SAC”). The SAC eliminates all damages claims against any  
 23 Defendant based on sales made by any Toshiba entity to any Sharp entity. *See* Sharp Pls.’ Mot.  
 24 for Leave to Amend, Case No. 13-cv-01173, Dkt. No. 110-3. The SAC also removes Sharp’s  
 25 previously asserted claims for relief under the New York Unfair Competition Law, the New  
 26 Jersey Antitrust Act, and Tennessee Code Ann. §§ 47-258-101. *See* Attachment B to Sharp’s  
 27 Mot. for Leave to Amend, Case No. 13-cv-01173, Dkt. No. 110-7.

1 9. There are no new claims in the SAC that were not in the Original Complaint.  
2 I declare under penalty of perjury that the foregoing is true and correct. Executed this  
3 15th day of July, 2016, in Washington, D.C.



Craig A. Benson

Craig A. Benson